

IN THE MARION CIRCUIT COURT

AVC NO. 06-022

IN RE: SHARE GROUP, INC,  
Respondent.

FILED

32

MAY 22 2006

David Bruce Scollon  
CLERK OF THE  
LIANCE

## ASSURANCE OF VOLUNTARY COMPLIANCE

The State of Indiana, by Attorney General Steve Carter and Deputy Attorney General Matt J. Light, and the Respondent, Share Group, Inc., enter into an Assurance of Voluntary Compliance (Assurance), pursuant to Indiana Code §23-7-8-1 et seq.

Any violation of the terms of this Assurance constitutes prima facie evidence of a deceptive act. This Assurance is entered into without any adjudication of any issue of fact or law, and upon consent of the parties.

The parties agree:

1. Respondent, Share Group, Inc. ("Share Group"), is an Massachusetts corporation, with a principal place of business at 99 Dover Street, Somerville, Massachusetts, 02144.
2. Respondent is registered with the Consumer Protection Division, Office of the Attorney General as a professional solicitor, and solicits donations from persons in Indiana on behalf of charitable organizations.
3. The Consumer Protection Division of the Office of the Attorney General ("Division") has jurisdiction to investigate the matters hereinafter described, pursuant to the authority of Indiana Code §4-6-9-4 and Indiana Code §23-7-8-8.
4. The terms of this Assurance apply to and are binding upon Respondent, its employees, agents, representatives, successors, and assigns.

5. Any term used in this Assurance that is explicitly defined by Indiana Code §23-7-8-1 has the meaning set forth by that statute.

6. Respondent will comply with all the requirements of the Professional Fundraiser Consultant and Solicitor Registration Act, Ind. Code §23-7-8-1 et seq., including, but not limited to, the following provisions:

- a. Before acting as a professional fundraiser consultant or professional solicitor in the State of Indiana on behalf of any charitable organization, Respondent will register with the Indiana Attorney General's Consumer Protection Division.
- b. Respondent will notify the Division in writing within 180 days of any change in the information contained in Respondent's registration.
- c. Before acting as a professional solicitor or otherwise soliciting in the state of Indiana on behalf of any charitable organization, Respondent will enter into a written contract with the charitable organization for which it is soliciting, and will file the contract with the Division. All such contracts will:
  - i. specify the percentage of gross contributions which the charitable organization will receive or the terms upon which a determination can be made as to the amount of the gross revenue from the solicitation campaign that the charitable organization will receive. The amount of gross revenue from the solicitation campaign that the charitable organization will receive must be expressed as a fixed percentage of the gross revenue or as a reasonable estimate of the percentage of the gross revenue. If a reasonable estimate is used, the contract must clearly disclose the assumptions or a formula upon which the estimate is based. If a fixed percentage is used, the percentage must exclude any amount that the charitable organization is to pay as expenses of the

solicitation campaign, including the cost of the merchandise or services sold; and,

ii. disclose the average percentage of gross contributions collected on behalf of charitable organizations that the charitable organizations received from Respondent for the three (3) years preceding the year in which the contract is formed.

d. Before beginning a solicitation campaign in which Indiana residents will be solicited, Respondent will file a solicitation notice with the Division. The notice will include the following:

- i. a copy of Respondent's contract with the charitable organization;
- ii. the projected dates when soliciting will begin and end;
- iii. the location(s) and telephone number(s) from where solicitations will be conducted;
- iv. the name and residence address of each person responsible for directing and supervising the conduct of the campaign; and,
- v. if the solicitation is one in which a bona fide police, law enforcement, rescue squad, or fire department has authorized the use of the name "police", "law enforcement", "trooper", "rescue squad", "firemen", or "firefighter", the solicitation notice will include a copy of the written authorization given by such bona fide organization for which Respondent is soliciting.

e. Not later than ninety (90) days after a solicitation campaign has ended and not later than ninety (90) days after the anniversary of the commencement of a solicitation campaign lasting more than one (1) year, Respondent will file with the Division a financial report containing the following information concerning the campaign:

- i. the total gross amount of money raised by Respondent and the charitable

organization from donors;

ii. the total amount of money paid to or retained by Respondent;

iii. the total amount of money, excluding the amount identified in paragraph 6.e.ii above, paid by the charitable organization as expenses as part of the solicitation campaign; and,

iv. the total amount of money received by the charitable organization after deducting the amounts identified in paragraphs 6.e.ii and 6.e.iii above.

f. Respondent will keep accurate fiscal records regarding its activities in Indiana, and will retain such records for at least three (3) years after the end of the period of registration to which they relate.

g. Respondent will not:

i. use the fact of registration as an endorsement by the State;

ii. misrepresent that Respondent is an officer or employee of a public safety agency;

iii. use the name "police", "law enforcement", "trooper", "rescue squad", "firemen", or "firefighter" in its solicitations unless a bona fide police, law enforcement, rescue squad, or fire department authorizes its use in writing;

iv. misrepresent to anyone that the contribution will be used for a charitable purpose if it has reason to believe the contribution will not be used for a charitable purpose;

v. misrepresent to anyone that another person endorses the solicitation unless that person has consented in writing to the use of the person's name for the purpose of endorsing the solicitation;

vi. misrepresent to anyone that the contribution is solicited on behalf of anyone other than the charitable organization that authorized the solicitation; or

vii. collect or attempt to collect a contribution in person or by means of a courier unless:

a. the solicitation is made in person and the collection or attempt to collect is made at the time of the solicitation; or

b. the contributor has agreed to purchase goods or items in connection with the solicitation, and the collection or attempt to collect is made at the time of delivery of the goods or items.

7. Respondent, in soliciting and/or contracting with consumers, agrees to comply in all aspects with Indiana Administrative Code, 11 IAC 3-1 et seq.

8. Respondent, in soliciting and/or contracting with consumers, agrees to comply in all aspects with the Deceptive Consumer Sales Act, Ind. Code §24-5-0.5-1 et seq.

9. Within fourteen (14) days following court approval of this Assurance, Respondent agrees, pursuant to Ind. Code §23-7-8-2(d), to provide to the Division a copy of all solicitation contracts, not previously filed with the Division, that Respondent entered into with charitable organizations since January 1, 2004.

10. Within fourteen (14) days following court approval of this Assurance, Respondent agrees, pursuant to Ind. Code §23-7-8-2(e), to provide to the Division completed solicitation notices for all solicitation campaigns, not previously filed with the Division, that began after January 1, 2004.

11. On or before May 15, 2006, Respondent agrees, pursuant to Ind. Code §23-7-8-2(f), to provide accurate and complete anniversary financial reports, covering campaign periods of

one (1) year, to the Division for the following campaigns:

- a. Respondent's campaign with Planned Parenthood Federation of America, which started on December 3, 2002 and ended on December 31, 2003;

12. On or before May 15, 2006, Respondent agrees, pursuant to Ind. Code §23-7-8-2(f), to provide accurate and complete end-of-campaign financial reports to the Division for the following campaigns:

- a. Respondent's campaign with Planned Parenthood Federation of America, which started on December 3, 2002 and ended on December 31, 2003;
- b. Respondent's campaign with Project HOPE – People to People Health Foundation, which started on December 27, 2001 and ended on May 31, 2002;
- c. Respondent's campaign with Unitarian Universalist Association, which started on January 1, 2004 and ended on December 31, 2004;
- d. Respondent's campaign with WBEZ Public Radio, which started on February 11, 2002 and ended on August 31, 2002;
- e. Respondent's campaign with Gay, Lesbian & Straight Education Network, which started on February 15, 2002 and ended on June 30, 2002;
- f. Respondent's campaign with National Wildlife Federation, which was to start on January 26, 2002 and end on August 31, 2002;
- g. Respondent's campaign with Zero Population Growth, which started on September 2, 2001 and ended on April 2, 2002.

13. Respondent agrees that all information Respondent provides in response to paragraphs nine (9), ten (10), eleven (11), and twelve (12) will comply in all aspects with the Professional Fundraiser Consultant and Solicitor Registration Act, Ind. Code §23-7-8-1 et seq.

14. Upon execution of this Assurance, Respondent will pay a total of Two Thousand Dollars (\$2,000.00) to the Office of the Indiana Attorney General as costs of the Division's investigation of this matter.

15. In the event that Respondent violates Ind. Code §23-7-8-2(f) on or after the date this Assurance is approved by the Circuit Court of Marion County, Respondent shall pay an agreed-upon stipulated penalty of One Hundred Dollars (\$100.00) for each month or part of a month that Respondent fails to file a complete and correct financial report with the Division within the time period prescribed by Ind. Code §23-7-8-2(f).

16. The stipulated penalty provision referenced in paragraph fifteen (15) shall be effective for a period of five (5) years from the date this Assurance is approved by the Circuit Court of Marion County.

17. Respondent agrees to make full payment of the stipulated penalty to the Office of the Indiana Attorney General within thirty (30) days after being advised in writing by the Division of any violations of Indiana Code § 23-7-8-2(f). Any such payments will be deposited by the Division in the Consumer Fees and Settlements Fund.

18. Respondent will not represent that the Office of the Indiana Attorney General approves or endorses its past or future business practices, or that execution of this Assurance constitutes such approval or endorsement.

19. Respondent will fully cooperate with the Office of the Indiana Attorney General in the resolution of any future written complaints the Consumer Protection Division receives.

20. The Office of the Indiana Attorney General will file this Assurance with the Circuit Court of Marion County. The Court's approval of this Assurance will not act as a bar to any private right of action.

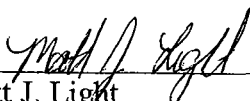
DATED this 19<sup>th</sup> day of May, 2006.

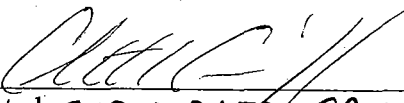
STATE OF INDIANA

RESPONDENT

STEVE CARTER  
Attorney General of Indiana

SHARE GROUP, INC.

by:   
Matt J. Light  
Deputy Attorney General  
Attorney No. 25680-53

by:   
Printed: CHRISTOPHER CANNIFF  
Title: Treas + CFO

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APPROVED this \_\_\_ day of MAY 22 2006, 2006.



Judge, Marion County Circuit Court